

# **EXHIBIT D**

**From:** [Beth Berman](#)  
**To:** [heathersanto@adr.org](mailto:heathersanto@adr.org)  
**Bcc:** [Elaine Hogan](#); [JJ Jacobson-Allen](#); [jschwartz@gibsondunn.com](mailto:jschwartz@gibsondunn.com); [jmrdenovic@gibsondunn.com](mailto:jmrdenovic@gibsondunn.com); [bmiller@seyfarth.com](mailto:bmiller@seyfarth.com); [pbannon@seyfarth.com](mailto:pbannon@seyfarth.com); [lporter@littler.com](mailto:lporter@littler.com); [sbehnia@littler.com](mailto:sbehnia@littler.com)  
**Subject:** Family Dollar arbitration demands  
**Date:** Monday, September 23, 2019 4:56:16 PM  
**Attachments:** [image001.jpg](#)

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Ms. Santo,

Thank you for your call last Friday and for providing your contact information.

I wish to confirm a few things about our conversation to be sure I correctly understood what we discussed. As an initial matter, you advised me that Warren Postman told you on Friday, September 20<sup>th</sup>, that he wished to go ahead with prosecuting 970 arbitration demands filed by him against Family Dollar. I advised you that more than 100 of those demands were for individuals whom we were not able to identify as having worked for Family Dollar and that I wished to reach out to Mr. Postman regarding them before proceeding. You asked that I copy you on my correspondence to Mr. Postman so that you could confirm that I had reached out to him. By now, you should have received my email to Mr. Postman.

When I asked you about how the AAA handles mass arbitrations, among other things, you advised that the AAA recommends that the parties agree to arbitrate the cases on a state by state basis and use test cases as they go but that Mr. Postman had not agreed to such a process. You also told me that the AAA is handling a mass filing involving 380 separate arbitrations and in that case the arbitrations are currently being scheduled to occur in 2021.

Finally, you also said that the AAA was working on creating a fee structure for mass arbitrations and that you expected it would be published soon but you could not say exactly when that would be. Until such time as that fee schedule is published, the AAA will continue to charge its published single arbitration fees even in the case of mass arbitrations.

If you believe I have misconstrued anything in the foregoing, please advise.

Sincerely,  
Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)



**From:** [Beth Berman](#)  
**To:** [AAA Heather Santo](#)  
**Bcc:** [JJ Jacobson-Allen](#); [Elaine Hogan](#); [Sara Rafal](#); [jschwartz@gibsondunn.com](#); [jmrdenovic@gibsondunn.com](#); [phannon@seyfarth.com](#); [bmiller@seyfarth.com](#); [lporter@littler.com](#); [sbehnia@littler.com](#)  
**Subject:** RE: I received your voicemail  
**Date:** Friday, September 27, 2019 2:45:56 PM  
**Attachments:** [image002.jpg](#)  
[image004.png](#)  
[image006.jpg](#)

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Ms. Santo,

As I shared with you when we spoke last Friday, and then by copying you on my email to Mr. Postman last Monday, we are trying to work through some logistics with Keller Lenkner. Toward that end, Mr. Postman and I have engaged in additional correspondence and our dialogue is continuing. Thus it would be premature to move forward with processing any of the arbitration demands at this time.

Also, although Mr. Postman provided additional information regarding 52 people who were on our original list of unidentified individuals, we continue to be unable to identify some of them as ever having worked for Family Dollar. Furthermore, of those we did identify, some agreed to arbitrate their claims before JAMS rather than the AAA.

Earlier this week, Mr. Postman sent us copies of approximately 992 more demands that he asserts were filed with the AAA and to which we assume you are referring below. We are working to identify who among that group did and did not work for us. To expedite that process, we requested that Keller Lenkner provide us with a list of all the new demands along with other information that would help determine whether or not the claimants were Family Dollar employees. Mr. Postman declined to provide that information. As a result, we are forced to go through a more arduous time-consuming process to try to identify the claimants. That process has not been completed and, at this time, we do not know who among the 992 individuals worked for Family Dollar.

In addition, the demands do not comply with the AAA Rules' requirement that the individual initiating arbitration set forth a "statement of the nature of the dispute" and "the amount in controversy." R. 4(b)(i)(1). Instead, the demands expressly *decline* to specify an amount in controversy, and each includes the same boilerplate allegation that fails to provide Family Dollar with any, let alone sufficient, notice of the underlying factual basis for the claims. This is not a mere procedural technicality, as without this information Family Dollar is severely prejudiced. The parties expressly agreed that any arbitration before the AAA would proceed under AAA Rules. Just as you advised me that the AAA had to enforce all its rules, excusing Keller Lenkner from complying with AAA's published rules not only would violate both the letter and the spirit of the arbitration agreements, but would also show favoritism to Keller Lenkner at Family Dollar's expense.]

Accordingly, we believe it is inappropriate to proceed until all the foregoing issues have been resolved.

Sincerely,  
 Beth Hirsch Berman

Respectfully,  
 Beth Hirsch Berman  
 Deputy General Counsel, Litigation  
 Dollar Tree  
 500 Volvo Parkway  
 Chesapeake, VA 23320  
 Direct Dial: (757) 321-5966  
 Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)




---

**From:** AAA Heather Santo [mailto:heathersanto@adr.org]  
**Sent:** Friday, September 27, 2019 9:58 AM  
**To:** Beth Berman <bberman@dollartree.com>  
**Subject:** RE: I received your voicemail

Ms. Berman,

Thank you for your email. I was calling to follow up on the email exchange between you and Mr. Postman. To date we have received 1,962 individual demands against Family Dollar. You provided Mr. Postman a list of 115 individuals that you were unable to identify as Family Dollar employees. Mr. Postman has asked AAA to hold off on proceeding with 63 of those individuals while he conducts further investigation. He provided you with supplemental information regarding the remaining 52 individuals. He also withdrew the claims of two individuals.

At this time, we will move forward with requesting fees for the remaining 1,845 cases. Please note that while Mr. Postman has provided supplemental information for the 52 individuals in order for Family Dollar to confirm they were employees, we are not as of yet assessing filing fees for those cases.

Please let me know if you have any questions.

Sincerely,

Heather Santo



**Heather Santo**

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919  
T: 401 431 4703 F: 401 435 6529 E: [heathersanto@adr.org](mailto:heathersanto@adr.org)  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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**From:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Sent:** Wednesday, September 25, 2019 2:03 PM  
**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>  
**Subject:** I received your voicemail

**\*\*\* External E-Mail - Use Caution \*\*\***

I am out of the office in meetings and traveling. Can you send me an email as it will be easier for me to respond by email than to call you.

Sent from my Verizon, Samsung Galaxy smartphone  
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**From:** [Beth Berman](#)  
**To:** [AAA Heather Santo](#)  
**Bcc:** [William Old](#); [Elaine Hogan](#); [Sara Rafal](#); [JJ Jacobson-Allen](#); [jschwartz@gibsondunn.com](#); [jmrdenovic@gibsondunn.com](#); [lporter@littler.com](#); [sbehnja@littler.com](#); [pbannon@seyfarth.com](#); [bmiller@seyfarth.com](#)  
**Subject:** RE: Family Dollar Arbitrations - Scheduling administrative conference call  
**Date:** Wednesday, October 2, 2019 12:06:04 PM  
**Attachments:** [image010.jpg](#)  
[image011.png](#)  
[image012.jpg](#)  
[image001.jpg](#)  
[image002.png](#)  
[image003.jpg](#)

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Ms. Santo,

I do not understand why the answer to my question would be part of a conference call with opposing counsel. You specifically told me that the AAA has to enforce its rules as published so as to maintain its position as a neutral. I am merely asking whether the AAA is going to enforce all of its published rules, including Rule 4 b. (ii). The information that is required to be included in a demand for arbitration that has been omitted is purely within the claimants' knowledge (i.e., how many hours they allege they worked off the clock, the circumstances under which such work occurred etc.). Thus, there is no permissible justification for the omission.

As Mr. Postman is not part of the AAA, I do not understand why he would be part of the AAA's decision.

Sincerely,  
 Beth Hirsch Berman

Respectfully,  
 Beth Hirsch Berman  
 Deputy General Counsel, Litigation  
 Dollar Tree  
 500 Volvo Parkway  
 Chesapeake, VA 23320  
 Direct Dial: (757) 321-5966  
 Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)




---

**From:** AAA Heather Santo [<mailto:heathersanto@adr.org>]  
**Sent:** Wednesday, October 02, 2019 11:37 AM  
**To:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Subject:** RE: Family Dollar Arbitrations - Scheduling administrative conference call

Dear Ms. Berman,

The inquiry made below will be addressed during the conference call. Could you please provide your availability for a conference call tomorrow and copy opposing counsel on your response.

Thank you,



## Heather Santo

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919  
 T: 401 431 4703 F: 401 435 6529 E: [heathersanto@adr.org](mailto:heathersanto@adr.org)  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)




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**From:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Sent:** Wednesday, October 2, 2019 11:02 AM  
**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>  
**Subject:** RE: Family Dollar Arbitrations - Scheduling administrative conference call

**\*\*\* External E-Mail – Use Caution \*\*\***

Dear Ms. Santo,

Thank you for your email and phone call. As my out of office message indicated, I was not working and had no access to email the last two days hence the delay in responding. We agree that we should have a phone call to see if we can resolve certain issues, but before we do, please let me know what the AAA position is on whether it will follow Rule 4 b. (ii) (1) of its Employment Rules which specifies the requirements to initiate arbitration and states that, among other things, the Demand to arbitrate: “. . . **shall** set forth . . . a brief statement of the nature of the dispute; the amount in controversy . . .” Emphasis added. As you know, not a single demand sets forth the amount in controversy. Additionally, each demand alleging off the clock work contains boilerplate and identical allegations. The same is true for each exemption demand.

Sincerely,  
Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)



---

**From:** AAA Heather Santo [<mailto:heathersanto@adr.org>]  
**Sent:** Monday, September 30, 2019 3:47 PM  
**To:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Cc:** Cheryl Florio <[Florioc@adr.org](mailto:Florioc@adr.org)>  
**Subject:** Family Dollar Arbitrations - Scheduling administrative conference call

Dear Counsel:

As mentioned to both of you, I think it would be productive to have a joint conference call to discuss some of the issues raised.

Mr. Postman has indicated that he can make himself available anytime tomorrow and I can also make myself available at a time convenient for the parties.

Ms. Berman – please confirm your availability to participate in a conference call tomorrow as soon as possible.

Thank you.

Heather Santo



**Heather Santo**

American Arbitration Association

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[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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**To:** [AAA Heather Santo](#)  
**Bcc:** [William Old](#); [Sara Rafal](#); [Elaine Hogan](#); [JJ Jacobson-Allen](#); [jschwartz@gibsondunn.com](#); [jmrdenovic@gibsondunn.com](#); [lporter@littler.com](#); [pbannon@seyfarth.com](#); [bmiller@seyfarth.com](#)  
**Subject:** RE: 1,962 Individuals v. Family Dollar  
**Date:** Thursday, October 3, 2019 10:21:18 PM  
**Attachments:** [image002.jpg](#)  
[image004.png](#)  
[image006.jpg](#)

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Ms. Santo,

Thank you for the opportunity to provide you with additional information on the deficiencies in Keller Lenkner's filings. However, we wish to clarify the procedures that AAA intends to use for resolving these threshold issues before we are required to pay what amounts to millions of dollars in administrative fees.

As you note below, we are continuing the arduous manual process required to determine whether the putative claimants were or were not employees of Family Dollar and whether AAA has authority to administer their claims. We are also working on identifying which claimants are time-barred. For its part, Keller Lenkner does not dispute that its demands are riddled with meritless claims filed on behalf of time-barred individuals or individuals who did not even work for Family Dollar. Indeed, they have conveyed to us that they are willing to confer in good faith regarding these issues. But this is not enough. Keller Lenkner should have undertaken this inquiry from the outset instead of filing hundreds of patently meritless demands and then shifting the burden on Family Dollar to discern which claims are dead at the starting gate. While that ship may now have sailed, at a minimum, Family Dollar should be afforded an opportunity to identify and eliminate patently frivolous claims before any fees are assessed.

These are not the only issues with these filings. Indeed, the boilerplate, cut-and-paste "demands" filed by Keller Lenkner fail to comply with even the most basic requirements for Demands under the parties' agreements and the AAA rules. And, again, some of these issues are undisputed. The demands on their face decline to comply with the requirement of providing an amount in controversy despite the fact that only claimants have knowledge as to how much time they allege to have performed work off the clock.

Although we appreciate the opportunity to provide additional detail about these issues, you have indicated that we will nonetheless be responsible for the payment of the filing fee "on each individual case where there is not a challenge that an individual was/is employed with Family Dollar." Because this is only one of many deficiencies that we have identified, we are concerned that you may have already prejudged the outcome on our remaining objections. In fact, you have set the due date for our filing fees for the same day as Keller Lenkner's response to our briefing on the deficiencies, indicating that you do not intend to resolve these disputes before requiring us to pay the fees. This approach is inconsistent with the AAA Employment/Workplace Fee Schedule, which provides that "[t]he employer or company's share of filing fees is due as soon as the employee or individual meets *his or her* filing requirements." Empl. Fee Sched. at 2 (emphasis added).

As a result, we would like to request a full and fair opportunity to be heard on these threshold matters as provided under the AAA rules. To that end, we are requesting that you suspend the arbitrary fee deadline set below and refer this issue to the Administrative Review Council to determine whether the filing requirements contained in the AAA Rules have been met.

Sincerely,  
 Beth Hirsch Berman

Respectfully,  
 Beth Hirsch Berman  
 Deputy General Counsel, Litigation  
 Dollar Tree  
 500 Volvo Parkway  
 Chesapeake, VA 23320  
 Direct Dial: (757) 321-5966  
 Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)



---

**From:** AAA Heather Santo [<mailto:heathersanto@adr.org>]

**Sent:** Thursday, October 03, 2019 10:10 AM

**To:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Sean Duddy <[skd@kellerlenkner.com](mailto:skd@kellerlenkner.com)>; Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>; AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>

**Subject:** 1,962 Individuals v. Family Dollar

Dear Counsel,

This will acknowledge receipt of 1,962 individual Demands for Arbitration alleging claims against Family Dollar. Upon review of the documents this will confirm that the AAA's Employment Arbitration Rules and Mediation Procedures and the Employment/Workplace Fee Schedule shall apply to these disputes. We have assigned AAA Case # 01-19-0002-1734 to these matters. Please note all individual arbitrations will be assigned their own case numbers upon receipt of Respondent's portion of filing fees.

We understand that the parties attempted to resolve the claims through mediation, however a settlement was not reached. If at any time the parties wish to revisit mediation, please let me know.

Respondent provided to Claimants a list of 115 individuals that they were unable to identify as Family Dollar employees. Claimants asked AAA to hold off on proceeding with 63 of those individuals while they conduct a further investigation. Claimants provided Respondent with supplemental information regarding the remaining 52 individuals. The claims of two Claimants were also withdrawn.

Respondent has stated they are still in the process of reviewing the demands for arbitration to determine whether the individuals were or were not employees of Family Dollar and whether AAA has authority to administer their claims. Claimant has stated they believe the demands for arbitration are properly filed and thus, AAA should proceed.

Respondent shall have until **October 17, 2019** to provide information on which of the individual filings they believe are deficient and provide the information as to why they are deficient. This should be shared with the Claimants. Claimants shall provide their comments by **October 24, 2019** relating to the alleged deficient filings. Upon receipt of the parties positions, the AAA will make an administrative decision on whether the filing requirements have been met relating to these cases.

Pursuant to the arbitration agreement and in accordance with the AAA Rules, Respondent shall bear the cost of the filing fees for arbitration. The Respondent is responsible for the fee on each individual case where there is not a challenge that an individual was/is employed with Family Dollar. The fee is \$2200.00 for each case where the filing requirements have been met and the fees are due by **October 24, 2019**.

The AAA has attempted to schedule a joint administrative conference call on these cases and remains available to do if the parties can agree to a time and date for an administrative process call.

Please contact the undersigned with any questions or concerns.

Sincerely,

Heather



**Heather Santo**

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919  
T: 401 431 4703 F: 401 435 6529 E: [heathersanto@adr.org](mailto:heathersanto@adr.org)  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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**To:** [AAA Heather Santo](#)  
**Cc:** [Warren Postman](#); [Sean Duddy](#)  
**Bcc:** [William Old](#); [Sara Rafal](#); [Elaine Hogan](#); [JJ Jacobson-Allen](#); [jschwartz@gibsondunn.com](#); [jmrdenovic@gibsondunn.com](#); [lporter@littler.com](#); [sbehnja@littler.com](#); [bmiller@seyfarth.com](#); [pbannon@seyfarth.com](#)  
**Subject:** RE: 1,962 Individuals v. Family Dollar  
**Date:** Monday, October 7, 2019 8:53:51 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)  
[image003.jpg](#)

Ms. Santo,

Thank you for the opportunity to provide you with additional information on the deficiencies in Keller Lenkner's filings. However, we wish to clarify the procedures that AAA intends to use for resolving these threshold issues before we are required to pay what amounts to millions of dollars in administrative fees.

As you note below, we are continuing the manual process required to determine whether the putative claimants were or were not employees of Family Dollar and whether AAA has authority to administer their claims. We are also working on identifying which claimants are time-barred. Keller Lenkner has informed us that they are willing to confer in good faith regarding these issues. As a result, we believe that it would be in everyone's best interest for the parties to identify and withdraw the demands with these fatal deficiencies before any fees are assessed. Indeed, there can be little dispute that this procedure is necessary to avoid the needless waste of resources on facially barred claims.

As we have previously discussed, the boilerplate, generic demands filed by Keller Lenkner also fail to comply with even the most basic requirements for demands under the parties' agreements and the AAA rules. Some of these issues are undisputed. For instance, the demands on their face decline to comply with the requirement of providing an amount in controversy despite the fact that only claimants have knowledge as to how much time they allege to have performed work off the clock.

Although we appreciate the opportunity to provide additional detail about these issues, you have indicated that we will nonetheless be responsible for the payment of the filing fee "on each individual case where there is not a challenge that an individual was/is employed with Family Dollar." Because this is only one of many deficiencies that we have identified, we are concerned that you may have already prejudged the outcome on our remaining objections. In fact, you have set the due date for our filing fees for the same day as Keller Lenkner's response to our briefing on the deficiencies, indicating that you do not intend to resolve these disputes before requiring us to pay the fees. This approach is inconsistent with the AAA Employment/Workplace Fee Schedule, which provides that "[t]he employer or company's share of filing fees is due as soon as the employee or individual meets *his or her* filing requirements." Empl. Fee Sched. at 2 (emphasis added).

As a result, we would like to request a full and fair opportunity to be heard on these threshold matters as provided under the AAA rules. To that end, we are requesting that you suspend the arbitrary fee deadline set below and refer this issue along with our October 17<sup>th</sup> filing to the Administrative Review Council to determine whether the filing requirements contained in the AAA Rules have been met.

Sincerely,  
 Beth Hirsch Berman

Respectfully,  
 Beth Hirsch Berman  
 Deputy General Counsel, Litigation  
 Dollar Tree  
 500 Volvo Parkway  
 Chesapeake, VA 23320  
 Direct Dial: (757) 321-5966  
 Fax Number: (757) 321-5949  
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**Sent:** Thursday, October 03, 2019 10:10 AM

**To:** Warren Postman <wdp@kellerlenkner.com>; Sean Duddy <skd@kellerlenkner.com>; Beth Berman <bberman@dollartree.com>; AAA Heather Santo <heathersanto@adr.org>

**Subject:** 1,962 Individuals v. Family Dollar

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Respondent shall have until **October 17, 2019** to provide information on which of the individual filings they believe are deficient and provide the information as to why they are deficient. This should be shared with the Claimants. Claimants shall provide their comments by **October 24, 2019** relating to the alleged deficient filings. Upon receipt of the parties positions, the AAA will make an administrative decision on whether the filing requirements have been met relating to these cases.

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The AAA has attempted to schedule a joint administrative conference call on these cases and remains available to do if the parties can agree to a time and date for an administrative process call.

Please contact the undersigned with any questions or concerns.

Sincerely,

Heather



**Heather Santo**

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919  
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**To:** [AAA Heather Santo](#)  
**Bcc:** [William Old](#); [bmiller@seyfarth.com](mailto:bmiller@seyfarth.com); [Elaine Hogan](#); [jschwartz@gibsondunn.com](mailto:jschwartz@gibsondunn.com); [jmrdenovic@gibsondunn.com](mailto:jmrdenovic@gibsondunn.com); [JJ Jacobson-Allen](#); [pbannon@seyfarth.com](mailto:pbannon@seyfarth.com); [lporter@littler.com](mailto:lporter@littler.com); [Sara Rafal](#); [sbehnia@littler.com](mailto:sbehnia@littler.com)  
**Subject:** Keller Lenkner/Family Dollar arbitration demands  
**Date:** Wednesday, October 16, 2019 11:52:22 AM  
**Attachments:** [image001.jpg](#)  
[letter to Heather Santo of AAA regarding filing fees.pdf](#)  
[July 9, 2019 demand letter from Keller Lenkner.pdf](#)

---

Please see attached correspondence

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)





October 16, 2019

VIA ELECTRONIC MAIL

Heather Santo  
American Arbitration Association  
1301 Atwood Ave, Suite 211N  
Johnston, RI 02919

Re: Family Dollar Arbitration Demands

Dear Ms. Santo:

Thank you for clarifying that AAA intends to resolve any challenges to the sufficiency of the demands before imposing a fee deadline on those demands subject to an objection. As Family Dollar has previously discussed with you, and intends to further detail in its October 17 submission, we believe that each of the boilerplate, generic demands filed by Keller Lenkner is facially deficient in several material respects which deprive Family Dollar of fair notice of the underlying factual basis for each claimant's allegations, thereby severely hampering its ability to assess the merits of these purportedly individual claims and prepare its defense. But this is not the only issue raised by these filings.

At the outset, we think it important to place this dispute in context. As you are aware, Keller Lenkner has filed a total of 1,962 boilerplate demands for arbitration purportedly on behalf of current and former Family Dollar employees alleging violations of state and federal minimum wage and overtime laws. And it has threatened to file thousands more.

The manner in which these demands have been filed significantly hampers the ability of the parties and the AAA to fairly and efficiently reach the merits of the underlying claims. And that does not appear to be the ultimate goal here. Instead, in collecting, holding, and filing these boilerplate demands en masse, Keller Lenkner seeks to require the company to pay all AAA fees and costs for all demands while simultaneously avoiding the costs associated with performing even minimal due diligence on the validity of these claims, as evidenced by the boilerplate demands. In fact, almost fifty percent (50%) of the claims are for an amount in controversy that is less than AAA's \$2,950 filing and administration fees. Keller Lenkner implements this abusive strategy—which is inconsistent with the collective action waivers in the parties' agreements—by aggregating large numbers of claims for filing at the same time in order to exert unwarranted settlement pressure, regardless of whether the underlying claims have any merit or value—or indeed, whether they are cognizable at all.

That has been clear from Keller Lenkner's first communication with Family Dollar, in which Keller Lenkner expressly threatened the company with the "high costs of arbitrating this many cases" in order to increase the in terrore value of settlement and evade the parties' valid





agreement to arbitrate these claims on an individual basis and not on an en masse basis. Ex. A. (July 9, 2019 letter from Warren Postman). Citing the \$2.8 million in initial fees and costs alone that Family Dollar would face if half of these claims proceeded to individual arbitration, Keller Lenkner proposed exploring an “alternative process” for collectively resolving these claims. *Id.* It threatened that “[t]hese numbers will continue to grow as more Family Dollar employees engage our firm every day.” *Id.*

As you are further aware, Family Dollar is not the only target of this scheme. Keller Lenker has simultaneously sought to initiate tens of thousands of individual arbitrations against Uber Technologies, Inc., Lyft, Postmates, Inc., Dollar General, Inc. and others. It strains credulity even to suggest that this many individual arbitrations can efficiently and fairly proceed at once.

It is clear from these facts and our correspondence with Keller Lenkner that AAA is being used as an instrument of Keller Lenker’s abusive scheme—one that threatens to nullify the very “virtues Congress originally saw in arbitration, its speed and simplicity and inexpensiveness.” *Epic Sys. Corp. v. Lewis*, 138 S. Ct. 1612, 1623 (2018). Indeed, Keller Lenkner’s tactic of filing thousands of simultaneous arbitration demands en masse only “makes the process slower, more costly, and more likely to generate procedural morass than final judgment.” *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 352 (2011). If allowed to go unchecked, this scheme will render arbitration as a viable alternative dispute mechanism a dead letter. And that result is bad for employees, employers, and our overburdened court system alike. We ask for AAA to provide a fair and efficient process for resolving mass arbitrations.

This is what the parties expected from AAA when signing the arbitration agreements. The AAA is the largest private global provider of alternative dispute resolution (ADR) services in the world. As your mission statement recognizes, “that comes with enormous responsibility.” See <https://www.adr.org/mission>. In your own words, “[b]ecause it is the most experienced arbitral organization, the AAA is able to innovate credibly.” *Id.* And it has done so in the past by developing flexible options to address customer needs and concerns. For instance, we understand that AAA has recognized these issues and plans to promulgate a new fee schedule for mass filings at some unspecified future date. But, as you may be aware, the actions taken by AAA to date in this matter are entirely inconsistent with the positions taken by other arbitration tribunals, and even with how AAA has handled mass arbitrations in the past, including by reducing the administrative filing fees and staggering their due date. We simply ask that you do the same here.

We are not asking the AAA to take any extraordinary measures here—although this situation would warrant such relief. Instead, all we respectfully ask is that AAA enforce its rules equally across all parties, as it has in the past, in a way that was intended by the parties under the arbitration agreement. To do otherwise is to enable Keller Lenkner to proceed in a manner that is abusive and overreaching, lacks good faith, is neither fair nor efficient, and corrupts a system that has effectively served so many in the past.

To that end, Family Dollar respectfully requests that AAA, as further detailed below:



1. Reduce administrative fees to match AAA's true per claim cost of administration in the mass arbitration context (as opposed to individual arbitrations) and avoid a surprising, undue, and inequitable outcome for Family Dollar. In many cases, the administrative fee alone is far in excess of the amount in controversy.
2. Work with Family Dollar to establish a reasonable payment schedule that accounts for the fact that thousands of individual arbitrations cannot move forward simultaneously.
3. Work with Family Dollar to establish a reasonable payment schedule that accounts for the fact that based on past statistics as many as 90% of the individual arbitrations will default at an early stage.
4. Agree that fees will be refundable, at least in part, for any arbitrations that do not move forward on the merits.
5. Retroactively apply any favorable changes, including as to fees, in AAA's rules on mass arbitrations.
6. Establish a reasonable schedule for the merits adjudication of these demands, including through a bellwether approach, coordination of pre-hearing discovery, and other processes to more efficiently and fairly resolve these claims.

First, Family Dollar requests a reduction in the administrative fees specified in AAA's fee schedule to account for the true per claim costs of mass arbitration administration. Assessing the full amount of the fees for each of the thousands of individual demands here would not accurately reflect the costs of administering these demands, and it would subject Family Dollar to extreme inequities. Although AAA is seeking the full administrative fee for each demand that is the only way in which it has treated these demands as individual arbitrations. It has created a group filing team to whom these arbitrations have been assigned in lieu of Family Dollar's regular administrator. And we understand it has assigned all of the mass arbitration demands filed by Keller Lenkner against other corporations to this same team in lieu of their regular administrators. In short, administratively AAA is treating these demands differently from single claimant arbitrations, because everyone recognizes that these are individual demands in name only. Yet it continues to demand the aggregate payment of exorbitant filing fees.

Providing the requested relief falls well within the purview of the AAA's rules. In fact, under the Employment Arbitration Rules applicable here, AAA expressly retains discretion to "defer or reduce the administration fees" "in the event of extreme hardship on *any* party." R. 43 (emphasis added).

Exercising this discretion here would not amount to favoritism, but rather would reflect the evenhanded application of a rule that by its plain terms applies to employees and employers alike.





Based on the 1,897<sup>1</sup> demands that Keller Lenkner has filed with AAA to date, Family Dollar estimates that it would have to pay almost \$6 million in administrative fees alone, not including arbitrators' fees. In these circumstances, where a single law firm has almost two thousand, cut-and-paste demands for arbitration containing the same bare bones allegations—and the individual arbitration fees bear no relation to the actual cost of administering what is, in substance, an impermissible collective proceeding—requiring Family Dollar to pay the full administrative fees would constitute an extreme hardship, an unfair and abusive process, and would risk signaling that AAA condones Keller Lenkner's improper tactics. Indeed, aside from its improper attempt to coerce Family Dollar to settle based on the sheer volume of demands—*i.e.*, the threat of significant up-front administrative fees—Keller Lenkner and its clients have no legitimate interest whatsoever in the amount or timing of administrative fees paid by Family Dollar.

Second, Family Dollar also respectfully requests that AAA work with it to establish a reasonable, staggered fee schedule for the payment of the arbitration demands as they proceed to arbitration instead of requiring that full fees be paid up front for thousands of demands that may never actually proceed to arbitration, let alone within a reasonable timeframe.

Third, and at a minimum, any fees paid for arbitrations that do not move forward on the merits should be refundable.

Fourth, to the extent AAA revises its rules relating to mass arbitrations, we further request that any favorable changes, including as to fees, apply retroactively to this matter.

Finally, and on a related note, Family Dollar is concerned that it would be infeasible and unworkable to proceed with all of the arbitration demands simultaneously, particularly given the strain that this number of demands places on AAA resources. Indeed, AAA recently informed Family Dollar that AAA is currently administering 380 separate arbitrations against a single defendant, and those arbitrations will not proceed on the merits until at least 2021. Of course, this is just one example of AAA's current caseload. The 1,897 demands at issue here seek to initiate arbitration proceedings in nearly every state, and Keller Lenkner has represented that it will file hundreds if not thousands more demands imminently. These manageability issues counsel in favor of proceeding with a smaller number of bellwether arbitrations on a state-by-state basis, as you have previously suggested, and assessing fees accordingly. Keller Lenkner's refusal to date to agree to staggered proceedings further evinces its desire to use the coercive threat of administrative fees to exert maximum pressure on Family Dollar to settle, even though many of these claims are time barred, entirely meritless, or both. As a result, it provides no basis for AAA to refuse to structure the individual arbitrations in a manner that is feasible and efficient for all involved.

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<sup>1</sup> Keller Lenkner filed 1962 demands, then agreed that 65 should be withdrawn but then filed amended demands totaling 1962, including the 65 it previously agreed to withdraw. Family Dollar is assuming that those 65 will be withdrawn.



Please do not hesitate to contact us with any questions. We appreciate your attention to this matter, and look forward to hearing from you soon.

Sincerely,

Beth Hirsch Berman

# Keller | Lenkner

July 9, 2019

Dollar Tree Arbitration Program  
C/O Chief Legal Officer  
500 Volvo Parkway  
Chesapeake, Virginia 23320



VIA CERTIFIED MAIL – SIGNATURE REQUIRED

Re: Arbitration Demands

To Whom It May Concern:

Keller Lenkner is filing demands for arbitration on behalf of 970 individuals who work or worked as Family Dollar employees. Enclosed as Exhibit A is a list identifying each Claimant, the Claimant's contact information, the Claimant's store number or numbers, and the laws under which the Claimant's claims arise. Each Claimant's Request for Arbitration, which describes the nature of each Claimant's claims and the relief sought, has been sent to the address identified in the governing Family Dollar arbitration agreements: Arbitration Intake, Family Dollar, Inc, P.O. Box 1017, Charlotte, North Carolina 28201.

Each Claimant has represented to us that he or she was hired by Family Dollar before February 22, 2016. Claimants are thus covered by Family Dollar's legacy arbitration agreements, which dictate that the American Arbitration Association ("AAA") shall administer Claimants' arbitrations under AAA's Employment Arbitration Rules. See <http://dtarbitration.com/agreements/>.

Although Family Dollar's arbitration agreements require individual arbitration, we understand that individual arbitration is expensive. The governing arbitration agreements obligate Family Dollar to pay all fees and costs of arbitration. Under AAA's Employment Arbitration Fee Schedule, AAA will impose a \$2,200 filing fee and a \$750 case management fee for each Claimant's arbitration, plus the cost of compensating each individual arbitrator.

Proceeding with Claimants' arbitrations will thus obligate Family Dollar—and therefore Dollar Tree—to pay AAA more than \$2.8 million in initial fees and costs, to say nothing of arbitrator compensation, Family Dollar's own attorneys' fees, and Family Dollar's underlying liability, which we believe is substantial. These numbers will continue to grow as more Family Dollar employees engage our firm every day.

Given the high costs of arbitrating this many cases, we believe it would be sensible for the parties to explore whether we can agree on an alternative process for resolving our clients' claims.

Please let me know if there is a convenient time between now and July 26, 2019 when you or a member of your legal team is available for a discussion regarding next steps. Feel free to contact me by email at [wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com).

Thank you in advance for your prompt attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Warren Postman", with a stylized flourish at the end.

Warren Postman

Enclosure

Page 1 of 10



[illegible]



[illegible]



[illegible]



[illegible]



[illegible]



[illegible]



[illegible]



[illegible]



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**From:** [Beth Berman](#)  
**To:** [Warren Postman](#)  
**Cc:** [AAA Heather Santo](#)  
**Bcc:** [William Old](#); [bmiller@seyfarth.com](mailto:bmiller@seyfarth.com); [Elaine Hogan](#); [jschwartz@gibsondunn.com](mailto:jschwartz@gibsondunn.com); [jmrdenovic@gibsondunn.com](mailto:jmrdenovic@gibsondunn.com); [JJ Jacobson-Allen](#); [pbannon@seyfarth.com](mailto:pbannon@seyfarth.com); [lporter@littler.com](mailto:lporter@littler.com); [Sara Rafal](#); [sbehnia@littler.com](mailto:sbehnia@littler.com)  
**Subject:** letter regarding deficient demands for arbitration before the AAA  
**Date:** Friday, October 18, 2019 10:09:09 AM  
**Attachments:** [image003.jpg](#)  
[letter to Warren Postman frivolous demands 10.18.2019.pdf](#)  
[Exh A to Postman Letter re AAA Demand Deficiencies unidentified claimants.pdf](#)  
[Exh B to Postman Letter re AAA Demand Deficiencies. time-barred.pdf](#)  
[Exh C to Postman Letter re AAA Demand Deficiencies.no AAA agreement.pdf](#)

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Please see attached correspondence.

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)





October 18, 2019

Warren Postman, Esq.  
Keller Lenkner  
1300 I Street, N.W., Suite 400E  
Washington, D.C. 20005

Dear Warren,

We appreciate that you filed amended demands with the AAA that now state an amount in controversy, but we write to express our serious concerns about a number of outstanding deficiencies in the demands. We raised these issues with the AAA in the letter that we submitted yesterday, and we now respectfully request that you immediately withdraw these demands.

**First**, we note that you filed 1,962 amended demands. That is the same number of demands as you previously filed and includes demands for the 63 claimants whom we could not identify as having worked for Family Dollar and on behalf of whom you said you would not pursue claims at this time. We also recently sent you a list with an additional 200+ claimants we could not identify as having worked for Family Dollar or Dollar Tree, 169 as to whom you filed demands with AAA. The list of the 169 is attached as Exhibit A to this letter for your reference. Further, the amended demands include a demand for Judy Harbin, even though you said she no longer wished to pursue a demand, and duplicate demands for Alicia Franks. We respectfully request that you withdraw all of these demands immediately.

**Second**, you have filed amended demands on behalf of 287 claimants whose claims are completely time barred based on the longest statute of limitations cited in their demands. These claimants are listed in Exhibit B to this letter. Please withdraw their demands for arbitration.

**Finally**, 245 claimants either do not have arbitration agreements or their agreements provide for arbitration before JAMS, not the AAA; more than 100 of the claimants have bankruptcy filings that we believe bar them from pursuing the claims that are the subject of their demands; and at least 8 claimants may be subject to releases that bar them from pursuing the claims that are the subject of their demands. The list of claimants with no arbitration agreement or an agreement providing for arbitration before JAMS is attached as Exhibit C to this letter. We will provide you with a list of the latter two categories of claimants next week. We request that you withdraw all of these demands for arbitration.

In light of these glaring deficiencies, we think it important to remind you of your obligation to present only those claims that, based on a reasonable inquiry, "are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law." Fed. R. Civ. P. 11(b)(2); *see also* Ill. R. Prof'l Conduct 3.1 ("A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and





fact for doing so that is not frivolous, which includes a good-faith argument for an extension, modification or reversal of existing law.”); D.C. R. Prof’l Conduct 3.1 (same).

A disturbing number of the demands you have filed with the AAA do not satisfy these baseline ethical requirements. Indeed, nearly 12% of the demands were filed on behalf of claimants who do not appear to have worked for any Family Dollar Entity. Of the remaining demands, nearly 17% are completely time barred, and at least a third assert at least one time-barred claim. Even worse, you shifted the burden to Family Dollar to identify time-barred claimants, even though it is your obligation to verify that your clients’ claims are brought in good faith. *See Brubaker v. City of Richmond*, 943 F.2d 1363, 1384–85 (4th Cir. 1991) (“Where an attorney knows that a claim is time-barred and has no intention of seeking reversal of existing precedent. . . . he makes a claim groundless in law and is subject to Rule 11 sanctions.”). We expect that going forward, you will appropriately screen potential clients. We note that pursuant to the AAA rules, we are entitled to recover fees and costs for patently frivolous claims, and intend to seek such relief as appropriate here.

Of course, if you have any information that causes you to believe any of the foregoing claims are properly before the AAA, please share that with us as soon as possible. We think it appropriate that you withdraw all of these improperly filed demands prior to October 24, 2019.

Sincerely,

/s/

Beth Hirsch Berman

cc: Heather Santo

Attachment

**Exhibit A: Claimants Not Identified in Family Dollar Records**

Walter Adams  
Tomika Adkins  
Crystal Albright  
Tara Alexander  
Susana Alva  
Shaletha Anderson  
Virginia Artis-Miller  
Miles Atkinson  
Colleenmae Balmes  
Robert Bardsley  
Brittiany Batton  
Cheryl Benner  
Schaquonda Blue  
Loretha Blue  
Randy Bourgeois  
Lakeisha Branch-Clark  
Deonte Bransome  
Paris Brown  
Marcia Brown  
Theresa Brumfield  
Tosha Bundy  
Kenneth Butler  
Norene Camel  
Debbie Cano  
Jessica Capers  
Francis Carl  
Robyn Carlisle  
Teresa Carlson  
Lakeisha Carter  
Whitney Casado  
Claret Castaneda  
William Castillo  
Estaban Class  
Demetrius Cole  
Pamela Combs  
Lauren Conner  
Olivia Cooper  
Peggy Cupp  
Donnq Darbonne  
Lisa Davanzo  
Christine Delillio  
Gary Demery  
Kristian Dillon  
Jaleel Dodson  
Brandon Donaldson

Melody Dtaples  
Vickie Dukes  
Teresa Dunn  
Shelly Eason  
Tyree Figgins-Patterson  
Pauline Figueroa  
Luis Flores  
Aaron Franklin  
Michael Gaines Sr.  
Bobbiejo Gaskill  
Robert Gibson  
Selina Gleaton  
Christina Goff  
Tabitha Gonzales  
Anastasia Gonzales  
Monique Grant  
Mellisha Grant  
Crystal Gravitt  
Diana Hammonds  
Joshua Hanuszcak  
Danetta Harris  
Robin Hayes  
Tina Henderson  
Steve Hendrickson  
Jazmin Hernandez  
Shereeka Higdon  
Dahjane Hogan  
Michael Holbrook  
Trisha Hopper  
Marond Hudson  
Kharlota Hunter  
Markeisha Jackson  
Monique Jackson  
Maurice Jackson  
Betty Jean  
Camesha Jeanfrancous  
Jaqual Jenkins  
Calhea Johnson  
Kelvin Johnson  
Deidra Johnson  
Curtis Joyner  
Amy Juett  
Mohammad Kauser  
Amanda Keith  
Tamika Kemp  
Tina Kennedy

Denise King  
Zacharia Kramer  
Kenneth Kuhn  
Dina Laney  
Crystal Lepkowski  
Angela Lewis  
Cre' Shana Lewis  
Lakiila Lopez  
Veronica Lucero  
Latoya Malone  
Todd Mascho  
Shayna Mcarthur  
Jillian Mccarthy  
Markisha Mccloud  
Alexius Mccloud-Hightower  
Veronica Minor  
Brittany Molison  
Keyoshia Moore  
Jerry Moore  
Wayne Moss  
Jonathan Nichols  
Maria Ovalle  
Martha Paredes Reyes  
Anissa Paskins  
Pedro Pena Cuesta  
Christina Penick  
Bianca Perry  
Mechelle Peterson  
Kenneth Phillips  
Dennis Pollard  
Larry Potter  
Constance Pratt  
Christopher Pruitt  
Brian Pryor  
Misti Rappold  
Roger Rendon  
Pat Ridge  
Sandra Rivera  
Heather Roberts  
Melissa Rock Billups  
Nenoshka Rodriguez  
Alicia Rogers  
Danielle Rumph  
Tonya Sands  
Shaquavious Scott  
Antoine Sealey

Melinda Sexton  
Linda Shaw  
Bonniesue Shevlin  
Detrice Simpkins  
Jennifer Sinclair  
Kayla Skally  
Richard Smith Jr.  
Andrew Steelman  
Tiera Stephenson  
Benita Stinson  
Desiree Strother  
Sharon Tate  
Shakira Thomas  
Raymond Troetsch  
Carla Tyler  
Pamela Vales  
Ilsa Villa  
Sonja Waites  
Sha'Kara Walker  
Tina Welborn  
De'Ara Welch  
Ericka West  
Natoya Whitaker-Jones  
Duane Williams  
Kyana Williams  
Tanya Williamson  
Rickey Wilson  
Marlene Wilson  
Tondalaka Wimes  
Takisha Wolfe  
Deloris Woodley  
Tiffany Zirkle

**Exhibit B: Completely Time-Barred Claimants**

Aaron Mcduffie  
Abriana Melo  
Adam Scallions  
Adreco Howze  
Alashay Bonds  
Aleta Yutzy  
Alexandria Kimble  
Alonda Hobbs  
Amanda Dirschauer  
Amanda Hall  
Amanda Henderson  
Angel Clark  
Angela Osborne  
Angelo Perry  
Anthony Foster  
Ashleigh Wilmoth  
Aundrea Johnson  
Benjamin Murphy  
Betty Miller  
Beverly Jolivet  
Billie Farley  
Blair Cooper  
Brandon Burwell  
Brenda Grainger  
Brenda Vasquez  
Brian Lott  
Bronwyn Sawyer  
Candice Johnson  
Candis Ballard  
Candra Jackson  
Carlona Odom  
Casey Palmatier  
Catrina Ulmer  
Chaddrick Moore  
Chandra Montgomery  
Chantay Taylor  
Chaquita Hubbard  
Charita Lewis  
Charles Ross  
Charlotte Daniels  
Charlotte Pauly  
Chelsea Rowell  
Cherie Knott  
Cheryl Banks  
Cheryl Pitzer

Cheryl Richardson  
Chris Eldridge  
Christane Poe  
Christina Lewis  
Christopher Kilburn  
Christopher Riels  
Clarissa Richardson  
Corey Jenkins  
Cornelius Wyatt  
Cory Bradley  
Crystal Tress  
Cynthia Higdon  
Cynthia Yazzie  
Daisey Mccarter  
Daisy Rochester  
Dampier Austin  
Daneesha Elliott  
Danesha Curry  
Danielle Moss  
Darrell Lowe  
Dasha Gamble  
David Iacona  
Davon Bolden  
Debby Belland  
Deborah Ritchey  
Deidre Rhymes  
Delisa Birdsong  
Dennis Withers  
Derick Bailey  
Devyn Hollaman  
Dianne Pringle  
Dimitrius Lee  
Dominique Robinson  
Donetria Bradley  
Donna Roberts  
Dontasha McKenzie  
Dreu Jones  
Earlean Taylor  
Edward Raab  
Eliza Bankhead  
Elizabeth Smith  
Elizabeth Thomas  
Ellen Butler  
Erica Favella  
Erika Jackson  
Essence Craig

Evet Allen  
Francisco Nunez  
Geneka Ricks  
Grayland Mitchell  
Greta Johnson  
Heather Brewer  
Heather Fama  
Heidi Jones  
Heidi Smiley  
Ieasha Jones  
India Daigs  
Isaac Davis  
Iyana Nichols  
Jacque Blackman  
Jacquelyn Long  
Jakezia Cobb  
James Mack  
James Novick  
Jamie Jackson  
Jamie Moore  
Jasmine Hamilton  
Jeannette Hayes Leaf  
Jennifer Brown  
Jennifer Guevara  
Jennifer Jolley  
Jennifer Shell  
Jennifer Walliser  
Jeremy Everett  
Jerima Baynes  
Jessica Polzin  
Jessica Weinkauf  
Jessie Aldridge  
Joe Taylor Jr  
John Rein-Deforge  
Joniqua Lee  
Joshua Curley  
Joshua Jones  
Joshua Niedfeldt  
Jozeder Wheeler  
Judith Tally  
Julie Ramos  
Justine Bartlett  
Kaitlin French  
Kanisha Clark  
Kara Alsup  
Kareem Rush



Karima Ferguson  
Kathy Coffey  
Kelli Patterson  
Kenneth Holtzapple  
Kenneth Thomas  
Khadjah Stafford  
Kiera Johnson  
Kimberly Baidas  
Kimberly Bergeron  
Kisha Hubbard  
Kristina Williams  
Kristy Borst  
Krystal Ashline  
Lakesha Billings  
Lakisha Davis  
Lakisha Williams  
Lakisha Woods  
Laquita Leigh  
Larry White  
Lashawn Dejean  
Lashonna Jenkins  
Latoya Goodman  
Latoya Jefferson  
Latoya Mayo  
Laural Mathis  
Lavonda Lee  
Liana Elam  
Ligita Barnett  
Lisa Arrington  
Lisa Edwards  
Lisa Muncie  
Lydia Rogers  
Madlyen Cook  
Marcia Moore  
Margarita Torres  
Maria Olguin  
Marie Medina  
Marquitta Moye  
Maryia Morton  
Mayra Delgado  
Mayra Diaz  
Megan Amati  
Meghan Gramling  
Melissa Adams  
Melissa Yarbrough  
Melvin Burcham

Melvin Wells  
Miami Scaggs  
Michael Madden  
Michaela Anderson  
Michelle Bellavita  
Michelle Gillespie  
Michelle Northern  
Milagros Colon  
Miles Clayton  
Misty Soudelier  
Miyisha Mcnealy  
Mohammad Shoaib  
Monica Carter  
Monique Cruse  
Morgan Browne  
Nakeisha Blackwell  
Nancy Meche  
Natlee Wheeler  
Nena Bickham  
Nichole Stevens  
Nicole Roberts  
Nonya Smith  
Octavia Berry  
Pamela Morgan  
Pamela Webber  
Paris Jackson  
Pateria Washington  
Patricia Godfrey  
Patricia Spencer  
Paula Arrington  
Peonka Hall  
Phyllis Jefferson  
Portia Neal  
Rachael Boivin  
Raelynne Franklin  
Ramello Brown  
Rhonda Burdett  
Rikki Clifford  
Robert Nailon  
Robert Russell  
Rodney Rindahl  
Rodney Warne  
Ronnie Sykes  
Rosalind Brooks  
Sabrina Collier  
Samantha Stowman

Sandra Eastman  
Sandra Edmonds  
Sandra Romero  
Saneice Chandler  
Santana Turner  
Sarah Johnson  
Sasha Valle  
Sequoia Carroll  
Shakira Henry  
Shannon Diaz  
Shannon Paquette  
Shannon Walker  
Shaquita Griffin  
Sharon Greeley  
Sharrie Stanley  
Shayna Wright  
Shelly Leblanc  
Sheneka Williams  
Stacey Ford  
Stacey Louis  
Stephanie Salisbury  
Steven Counts  
Susan Jordan  
Tamara Skinner  
Tanisha Gilbert  
Tannis Starkey  
Taurean James  
Temika Rafford  
Teresa Baker  
Terrel Thompson  
Theresa Gant  
Tiana Rivera  
Tiffany Fitzgerald  
Tiffany Kirby  
Tiffany Stephens  
Tikiko Newsome  
Timothy Jackson  
Tina Bills  
Tina Lewis  
Tionna Young  
Tracy Tolliver  
Trina Peterson  
Trista Silver  
Vanessa Elliott  
Veronica Martinez  
Vicky Dematteo

Victoria Handy  
Vonquita Waters  
Wayne Morris  
Wendy Goff  
Wendy Wilson  
Wilanna Taylor  
Willie Mosley  
Xavier Gonzalez  
Yolanda Smith  
Yonte Tucker  
Yvette Salmeron  
Zena Reagins

**Exhibit C: Claimants With No Arbitration Agreement or JAMS Agreement**

Tamara Adams  
Jessie Aldridge  
Amari Allen  
James Anderson  
Alicia Arista  
Megan Ashinhurst  
Noemi Aviles  
Sabrina Avina  
Amanda Bacha  
Courtney Baker  
Alyssa Baker  
Kalilah Bandy  
Eliza Bankhead  
Sharris Bannister  
Amber Barlow  
Jerome Barnes  
Shannon Barrett  
Christina Bass  
Dana Bates  
Sheri Bates  
Kiera Beach  
Kella Bean  
Steven Beatty  
Bette Bell  
Paula Bergman  
Lisa Black  
Danielle Blaine  
Joseph Blanchette  
Wendy Blaney  
Anna Blunt  
Mona Bolston  
Diana Bounds  
Courtney Bourque  
Mary Brand  
Jeffrey Branson  
Shayvonne Brooks  
Jennifer Brown  
Sade Brown  
Octavia Brown  
Kalieah Brown  
Deana Brown  
Crystal Brown  
Danelle Caple  
Joyce Carlile  
Kimberly Carpenter

Kelly Carroll  
Marcia Caston  
Thomas Cerda  
Anita Chavis  
Celina Clark  
Malynda Clark  
Karissa Clemens  
Kayla Clemons  
Melonie Collazo  
Anna Collier  
Stacie Collins  
Isaac Conner  
Stacymae Cooper  
Blair Cooper  
Daniel Craig  
Felipe Cruz  
Alexandra Cuevas  
Tracie Cumbest  
Kimberly Davenport  
Lakisha Davis  
Courtney Davis  
Isaac Davis  
Stephanie Davis  
Theodora Davis  
John Dempsey  
Teodoro Diaz  
Ashley Dixon  
Elena Dixon  
Tawanna Doolittle  
Leslie Doores  
Crystalynn Doucette  
James Doyle  
Shondra Dunn  
Alicia Dunning  
Brandin Edwards  
Jehremy Eilts  
Liana Elam  
Brenda Eldridge  
Tamie Eldridge  
Amanda Evans  
Kenyoula Fant  
Linda Farrell  
Teresa Fisk  
Corey Flowers  
Kimberly Frierson  
Gary Frisinger

Dasha Gamble  
Myra Garcia  
Howard Gibson  
Brenda Goodman  
Amy Graw  
Nakiya Greene  
Carlotta Guadalupe  
Roxanne Hamilton  
Shanequa Harris  
Tamia Harris  
Keya Harris  
Damisha Harris  
Markeesa Heard  
Kathie Hefeneider  
Christopher Hernandez  
Chassity Hickman  
Brandi Holland  
Lori Horton  
Christina Howland  
Jaquise Hudson  
Melody Hughes  
Amanda Hunt  
Latissa Hunter  
Keith Isler  
Derika Jackson  
Shanterrica Jackson  
Rhonda Jarrett  
Kyle Jarvis  
Corey Jenkins  
Lori Jerovetz  
Misty Johnson  
Kelly Johnson  
Ebony Johnson  
Cordaryl Johnson  
Alfred Johnson  
Kiera Johnson  
Carla Johnson  
Victoria Johnson  
Shenitha Jones  
Richard Joslin  
Lakendra Joyner  
Antonio Julius  
Janna Kern  
Alexandria Kimble  
Juvon Knox  
Michelle Lavender

Shelly Leblanc  
Lavonda Lee  
Madeline Lee  
Jody Lehman  
Amy Lemasters  
Robin Lemcool  
Charles Lightell  
Gregory Lingerfelt  
Dawn Littlechild  
Stacey Louis  
Jasmine Lovett-Arnold  
Deborah Lynn  
Kelly Maddox  
Shauntrae Marley  
Cheryl Mason  
Denny Matos  
Taela Mattson  
Terry Mcclennon  
Lakia McCuller  
Tabitha Mccurdy  
Rebeka Mcdaniel  
Devon Mciver  
Shaniqua Mckinney  
Susan Mcknight  
Robert Mendez  
Tomika Mickles  
Angela Miller  
Jeneba Miller-Dyer  
Samantha Mister  
Lorie Mitchell  
Sherrell Mitchell  
Grayland Mitchell  
Christopher Moore  
Carmen Murphy  
Lakesha Nelson  
Crystal Newton  
Iyana Nichols  
Danielle Nicholson  
Yvette Nixon  
Sheena Norman  
Melissa Nutter  
Joylynn O'Brien  
Reasia Omar  
Minta O-Neal  
Jeanette Owens  
Rosa Pacheco



Bobbi Percy  
Jennifer Perkins  
Jaquanese Peters  
Heather Phillips  
Carrie Pierce  
Mankisha Pike  
Amber Pike  
Angela Price  
Otawah Price  
Michelle Pushee  
Amy Queen  
Precious Queen  
Sheila Rachal  
Carla Reeder  
Erica Reyes  
Kari Reyes  
Ternesca Richey  
Damaris Rivera  
Tera Rivera  
Doneshia Roberson  
Zoraida Rojo  
Chelsea Rowell  
Kerry Sam  
Chris Samuels  
Chad Schreiber  
Chastity Sexton  
Rachel Shields  
Sierra Smith  
Caprice Smith  
Jamese Spencer  
Kathryn Stevens  
Lakesha Stuckey  
Sama Sumbunu  
Julie Sweeney  
Amanda Szyszkowski  
Tommie Taber  
Sara Talbot  
Earlean Taylor  
Tamir Taylor Sr  
Terrance Thomas  
Kenneth Thomas  
Terrel Thompson  
Alice Thompson  
Ashley Tierney  
Simone Todd  
Tracy Tolliver

Veronica Torres  
Jessi Valencia  
Giannisse Vazquez  
Alexeus Veal  
Heather Wheeler  
Jozeder Wheeler  
Jalyssa White  
Shondra Whitfield  
Jason Wicker  
Contempris Williams  
Jarakeem Williams  
Amanda Wilson  
Keisha Wilson  
Devene Wilson  
Wendy Wilson  
Grace Zagata

**From:** [Beth Berman](#)  
**To:** [AAA Heather Santo](#)  
**Bcc:** [William Old](#); [bmiller@seyfarth.com](#); [Elaine Hogan](#); [jschwartz@gibsondunn.com](#); [Jmrdjenovic@gibsondunn.com](#); [JJ Jacobson-Allen](#); [pbannon@seyfarth.com](#); [lporter@littler.com](#); [Sara Rafal](#); [sbehnja@littler.com](#)  
**Subject:** RE: Keller Lenkner/Family Dollar arbitration demands  
**Date:** Friday, October 18, 2019 12:04:30 PM  
**Attachments:** [image003.jpg](#)  
[image005.png](#)  
[image007.jpg](#)  
[image009.jpg](#)

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Ms Santo,

Before I can decide how to respond, I would appreciate you clarifying something for me.

Family Dollar is responsible for paying the filing fees for the demands. As such, the amount of fees and schedule pursuant to which Family Dollar will pay them should have no effect on Keller Lenkner or its claimants. Consequently, I do not understand why the AAA would need or solicit Keller Lenkner's input. Please explain.

Thank you,  
Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)



---

**From:** AAA Heather Santo [<mailto:heathersanto@adr.org>]  
**Sent:** Friday, October 18, 2019 11:40 AM  
**To:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Subject:** RE: Keller Lenkner/Family Dollar arbitration demands

Dear Ms. Berman,

Thank you for your letter. As a neutral administrative agency that must consider the positions of all involved parties, the AAA will share your letter, dated October 16, 2019, with the opposing counsel and request their comments. If you prefer to communicate Family Dollar's position to AAA with a copy to the opposing counsel, please let me know by end of day Monday, October 21, 2019. A response from AAA will be issued only after we have considered the positions of both parties.

Sincerely,  
Heather Santo



## Heather Santo

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919  
T: 401 431 4703 F: 401 435 6529 E: [heathersanto@adr.org](mailto:heathersanto@adr.org)  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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---

**From:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Sent:** Wednesday, October 16, 2019 11:52 AM  
**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>  
**Subject:** Keller Lenkner/Family Dollar arbitration demands

**\*\*\* External E-Mail - Use Caution \*\*\***

Please see attached correspondence

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)



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**From:** [Beth Berman](#)  
**To:** [AAA Heather Santo](#)  
**Cc:** [Warren Postman](#); [Sean Duddy](#); [Elaine Hogan](#); [Sara Rafal](#)  
**Bcc:** [William Old](#); [bmiller@seyfarth.com](#); [jschwartz@gibsondunn.com](#); [Jmrdjenovic@gibsondunn.com](#); [JJ Jacobson-Allen](#); [pbannon@seyfarth.com](#); [lporter@littler.com](#); [sbehnja@littler.com](#)  
**Subject:** Keller Lenkner arbitration demands  
**Date:** Friday, October 25, 2019 1:17:28 PM  
**Attachments:** [image003.jpg](#)

---

Ms. Santo,

For all the reasons in our previous correspondence, Family Dollar continues to believe all the Keller Lenkner filed demands for arbitration are deficient and fail to comply with AAA's rules. As of today, we do not know the factual basis for any claimant's claim and thus have no ability to investigate. Moreover, the AAA demand form requires that the claimant "describe the nature of each claim" "[i]n detail." Stating the bare legal elements of a claim does not suffice. Under Keller Lenkner's reasoning, it would suffice to simply state the statute under which one is alleging claims. Accepting that as sufficient greatly reduces the efficiency of arbitration proceedings. We urge you to have the Administrative Review Council consider the parties' respective positions before issuing any invoices.

Even if AAA ultimately concludes that some or all of the demands are compliant with AAA's rules, invoicing Family Dollar now would still be premature. Just two days ago, Family Dollar sent settlement offers to hundreds of claimants. The offers were for the full amount in controversy as set forth on the amended demands and included additional sums for attorneys' fees. Keller Lenkner failed to mention those offers in its October 24, 2019, correspondence to AAA. Those claimants appear on Exhibit B to that correspondence. Since there is no logical or good faith reason for claimants to reject an offer that makes them fully whole according to their own demands, the claimants should be afforded reasonable time to consider the offers before AAA moves forward with their demands.

Additionally, Keller Lenkner asked AAA to invoice Family Dollar for claimants who never worked for Family Dollar. Family Dollar provided the list of additional claimants it could not identify to Keller Lenkner weeks ago; yet Keller Lenkner provided **no** additional identifying information until last night. We continue to believe that a large number of those people did not work for Family Dollar but we must be given time to confer with Keller Lenkner on this matter. Furthermore, even if Family Dollar finds that some of the claimants worked for it, they may not have AAA arbitration agreements, they may be barred by the applicable statute of limitations, etc. Therefore, it would be wholly inappropriate to invoice Family Dollar for any of the claimants on Exhibit A to Keller Lenkner's October 24<sup>th</sup> correspondence, including Tab (i), and at least 100 claimants on Exhibit B until Family Dollar has had time to research those individuals.

In summary, while Family Dollar believes and submits AAA should find all the demands are materially deficient, if AAA finds otherwise Family Dollar still should not be required or even asked to pay fees at this time for anyone whom it has not

identified as a past or present employee or to whom it has extended settlement offers for the full amount in controversy.

Sincerely,

Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
bberman@dollartree.com





**From:** [Beth Berman](#)  
**To:** [AAA Heather Santo](#)  
**Cc:** [Warren Postman](#); [Sara Rafal](#); [Elaine Hogan](#)  
**Bcc:** [William Old](#); [bmiller@seyfarth.com](#); [Bennett.Borden@dbr.com](#); [jschwartz@gibsondunn.com](#); [Jmrdjenovic@gibsondunn.com](#); [JJ Jacobson-Allen](#); [pbannon@seyfarth.com](#); [lporter@littler.com](#); [sbehnja@littler.com](#)  
**Subject:** Arbitration billing  
**Date:** Saturday, November 2, 2019 5:33:42 PM  
**Attachments:** [image002.jpg](#)

---

Ms. Santo,

In your correspondence dated October 29, 2019, you stated that AAA was billing Family Dollar \$2,200 for each of the 1209 cases that Keller Lenkner directed you to proceed with. You further stated that AAA would accept a \$600 non-refundable fee in lieu of the \$2,200 for each of those cases that the parties agree to put on hold while they engage in settlement discussions.

Family Dollar's arbitration agreement specifically provides that arbitration is commenced by a claimant filing his/her demand with Family Dollar. There is no provision in the Family Dollar agreement that permits the commencement of arbitration by a claimant filing his/her demand directly with AAA. Since the inception of Family Dollar's arbitration program in 2013, the consistent practice has been that an employee claimant file his/her demand with Family Dollar, not AAA. That has allowed Family Dollar to determine whether a matter even belongs in arbitration i.e., whether the claimant worked for Family Dollar, signed an arbitration agreement, etc. The procedure has also permitted the parties to engage in settlement discussions when appropriate. All this has allowed the parties to resolve disputes without involving AAA. It is only after the parties' attempt to resolve a matter was unsuccessful that a demand has been filed with AAA. In those instances, Family Dollar, not the claimant, has forwarded the demand, copy of the arbitration agreement and fee payment to AAA.

That did not occur here. Instead, Keller Lenkner filed demands directly with AAA at approximately the same time it filed its demands with Family Dollar in contravention of the arbitration agreement. Family Dollar has not sent any of those demands to AAA; as it is engaged in working through each of the demands to see which claims might be resolved without AAA's involvement. In fact and as you are aware, Family Dollar has identified numerous claimants who did not work for it, do not have agreements to arbitrate with AAA, etc. As you are also aware, Family Dollar has extended settlement offers to almost 300 claimants and is in the process of preparing settlement offers to additional claimants. Thus, any work that AAA has done in connection with the demands filed by Keller Lenkner was premature and not in accordance with Family Dollar's arbitration agreement. Accordingly, while Family Dollar is prepared to pay the requisite filing fee for those demands that go forward with arbitration, in keeping with the terms of its arbitration agreement, it believes there is no basis for AAA assessing a \$600 filing fee for those cases that do not move forward.

Sincerely,

Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
bberman@dollartree.com



**From:** [AAA Patrick Tatum](#)  
**To:** [Beth Berman](#); [Warren Postman](#); [Sean Duddy](#); [Sara Rafal](#); [Elaine Hogan](#)  
**Cc:** [AAA Heather Santo](#); [AAA Patrick Tatum](#); [Patrick Tatum](#)  
**Subject:** FW: Arbitration billing  
**Date:** Monday, November 11, 2019 3:35:39 PM  
**Attachments:** [image010.png](#)  
[image011.jpg](#)  
[image012.jpg](#)  
[image004.jpg](#)  
[image005.png](#)  
[image006.jpg](#)  
[image0e7939.PNG](#)  
[imaged24b89.JPG](#)

Dear Counsel,

Respondent's email has been brought to my attention for review and response. I have reviewed the case correspondence in these matters.

In regards to the issues raised pertaining to filing requirements, including issues of arbitrability, and the number of arbitrations proceeding, the AAA addressed these issues in prior communications dated October 3, 2019; October 11, 2019; October 25, 2019 and October 29, 2019. The AAA did determine that the minimum administrative filing requirements, pursuant to Rule 4 of the Employment Arbitration Rules, have been met.

Cases are not submitted to the Administrative Review Counsel (ARC) until the filing fees have been paid. Once the administrative fees have been submitted we then determine whether or not a case is put before the Administrative Review Counsel (ARC). Inasmuch as the initial 970 individual arbitration filings were submitted to AAA on July 19, 2019, the Employment/Workplace Group Administrative Filing Fee Schedule, effective November 1, 2019, is not applicable.

As previously advised, if we do not receive Respondent's initial filing fees by tomorrow we will close our files and we may decline to administer any future employment disputes involving Respondent due to non-compliance with our request to pay the requisite fees.

Sincerely,

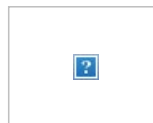
Patrick Tatum



**AAA Patrick Tatum**  
**Vice President**

American Arbitration Association

T: 559 490 1905 F: 855 270 8400 E: [patricktatum@adr.org](mailto:patricktatum@adr.org)  
 45 E River Park Place W, Suite 308, Fresno, CA 93720  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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**From:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>

**Sent:** Monday, November 11, 2019 12:45 PM

**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>; Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>

**Cc:** Sean Duddy <[skd@kellerlenkner.com](mailto:skd@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>

**Subject:** RE: Arbitration billing

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Ms. Santo,

We again disagree that the minimum administrative filing requirements have been met. We request that any such determination be made by AAA's Administrative Review Council (or a higher authority) since one of its purposes is to resolve issues related to: "whether the filing requirements contained in the AAA Rules have been met." It does not appear that the Council engaged in any review of the Keller Lenkner Demands and no explanation as to how the Demands were determined to have met the filing requirements has been provided by AAA.

We continue to believe the filings are defective. For example, Rule 4. b. (i)(1) states, "The filing shall . . . include the applicable arbitration agreement." That requirement is not merely *pro forma* but rather has important legal significance. None of the Keller Lenkner Demands included the applicable arbitration agreement. Yet, you determined those Demands compliant and billed Family Dollar for more than one hundred Demands sent in the names of people who are not subject to agreements to arbitrate with AAA. Without an agreement to arbitrate, there is no legal basis for Demands to go forward at AAA or for AAA to bill Family Dollar. And yet, you found those Demands compliant and billed Family Dollar for them.

Billing Family Dollar based on whatever list Keller Lenkner told you to use suggests improper deference when, for example, more than one hundred of the individuals are subject to no arbitration agreement or are subject to arbitration with JAMS and not AAA. AAA appears to be taking direction from Claimants' counsel regarding when and how much Family Dollar should be billed.

Because almost 2,000 Demands were sent to you in short order and NONE of them met the requirements of AAA's rules – they did not contain an amount in controversy, did not have arbitration agreements attached, etc. and did not meet the requirements of the Family Dollar arbitration agreement as explained below, Family Dollar has had to pursue an arduous process to sort through the Demands and its records to determine whether the Claimants should be before AAA. As a result of Family Dollar's efforts, fully one-third of the Demands initially sent by Keller Lenkner have been withdrawn due to fatal flaws. In the face of Keller Lenkner's flawed demands, you required payment of more than \$2,000,000– first by October 24, then by November 12, as the lists provided by Keller Lenkner changed (they changed again just this past Friday night).

You are trying to bill Family Dollar for arbitrations when the Claimants keep changing. If the arbitrations met the filing requirements, then the list of Claimants would remain true or, if and when it changed, AAA would not simply insist on immediate payment as instructed by Claimants' counsel. (As an aside, the latest list sent by Keller Lenkner continues to identify Claimants who may not proceed against Family Dollar.)

Finally, on November 1, 2019, AAA published a revised filing fee schedule. One that provides for "Group" filings with an initial filing fee of \$400 per Demand, not the \$2,200 upon which you are insisting. When we first spoke, you acknowledged that AAA was coming out with a new fee schedule. Since the Group filing fee is now in place, the logical neutral thing to do is to charge Family Dollar that filing fee rather than have Family Dollar pay a higher fee. In any event, Family Dollar believes the revised filing fee is the applicable filing fee since compliant Demands have not yet been filed and Keller Lenkner's list of Claimants changed as recently as November 8, 2019 – after the revised fee schedule was published.

Let me reiterate, Family Dollar fully intends to comply with its arbitration agreements and honor its obligations. It requests that the AAA do the same. Please forward the Demands to the Council (or higher authority) for an evaluation. Once a determination is made as to whether the Demands are compliant, Family Dollar requests an explanation of the determination. After a determination is made, Family Dollar requests that AAA process the Demands in the manner required by Family Dollar's arbitration agreement.

Sincerely,  
Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)



---

**From:** AAA Heather Santo [<mailto:heathersanto@adr.org>]

**Sent:** Friday, November 08, 2019 12:11 PM

**To:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>

**Cc:** Sean Duddy <[skd@kellerlenkner.com](mailto:skd@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>

**Subject:** RE: Arbitration billing



Dear Counsel:

This will acknowledge receipt of Claimants' email below.

We have determined that Claimants have met their minimum administrative filing requirements.

This will confirm that AAA received the initial 970 filings on July 19, 2019. We then became aware the parties scheduled a mediation session, outside of AAA, for September 17, 2019. We determined we would not require payment of our fees in order to hold these matters while the parties entered settlement negotiations. We were advised that the mediation was unsuccessful and an additional 992 cases were filed on September 20, 2019.

AAA maintained all filings without requiring fees for those cases being reviewed further by the parties and set a fee of \$600 for those matters which the parties agree to put on hold pending settlement discussions.

If the parties are not able to reach an agreement to place these matters on hold and pay the \$600 fee, the filing fee in the amount of \$2,200 for the established 1,209 cases remains due by November 12, 2019. If we do not receive Respondent's payment by November 12, 2019, we will decline to administer these matters and close our files.

Please be advised that pursuant to AAA policy, if Respondent does not comply with our request to pay the requisite administrative fees, we may decline to administer any future employment disputes involving this company.

Sincerely,

Heather Santo



**Heather Santo**

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919  
T: 401 431 4703 F: 401 435 6529 E: [heathersanto@adr.org](mailto:heathersanto@adr.org)  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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---

**From:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>

**Sent:** Wednesday, November 6, 2019 4:26 PM

**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>

**Cc:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>; Sean Duddy <[skd@kellerlenkner.com](mailto:skd@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>

**Subject:** RE: Arbitration billing

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Ms. Santo:

The parties engaged in a global mediation before Keller Lenkner asked any arbitrations to move forward, so contrary to Ms. Berman's assertion, Family Dollar has had ample time to explore settlement options. Moreover, the settlement offers that Ms. Berman references expire today. We expect somewhere around 100 clients will accept their offers and we will of course withdraw the demands of any clients who accept a settlement offer before the November 11 deadline for Family Dollar to pay filing fees.

For those clients who do not accept settlement offers before November 11, we expect to move ahead with arbitration. We do not anticipate that the parties will agree to place any of the cases for which Family Dollar has been invoiced on indefinite hold while having settlement discussions. The question of what should happen in that situation therefore appears to be academic at this

point.

Best,

**Warren D. Postman**  
Partner

**Keller | Lenkner**

1300 I Street, N.W., Suite 400E | Washington, D.C. 20005  
[202.749.8334](tel:202.749.8334) | [Website](#) | [Email](#)

---

**From:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>  
**Sent:** Monday, November 4, 2019 1:20 PM  
**To:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Cc:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>  
**Subject:** RE: Arbitration billing


Dear Counsel,

This will acknowledge receipt of Respondent's email dated November 2, 2019. We ask Claimants to provide their comments by November 6, 2019.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Heather Santo

	<p><b>Heather Santo</b> American Arbitration Association</p> <p>1301 Atwood Ave, Suite 211N, Johnston, RI 02919 T: 401 431 4703 F: 401 435 6529 E: <a href="mailto:heathersanto@adr.org">heathersanto@adr.org</a> <a href="http://adr.org">adr.org</a>   <a href="http://icdr.org">icdr.org</a>   <a href="http://aaamediation.org">aaamediation.org</a></p>
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**From:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Sent:** Saturday, November 2, 2019 5:34 PM  
**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>  
**Cc:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>  
**Subject:** Arbitration billing

**\*\*\* External E-Mail – Use Caution \*\*\***

Ms. Santo,

In your correspondence dated October 29, 2019, you stated that AAA was billing Family Dollar \$2,200 for each of the 1209 cases that Keller Lenkner directed you to proceed with. You further stated that AAA would accept a \$600 non-refundable fee in lieu of the \$2,200 for each of those cases that the parties agree to put on hold while they engage in settlement discussions.

Family Dollar's arbitration agreement specifically provides that arbitration is commenced by a claimant filing his/her demand with Family Dollar. There is no provision in the Family Dollar agreement that permits the commencement of arbitration by a claimant filing his/her demand directly with AAA. Since the inception of Family Dollar's arbitration program in 2013, the consistent practice has been that an employee claimant file his/her demand with Family Dollar, not AAA. That has allowed Family Dollar to determine whether a matter

even belongs in arbitration i.e., whether the claimant worked for Family Dollar, signed an arbitration agreement, etc. The procedure has also permitted the parties to engage in settlement discussions when appropriate. All this has allowed the parties to resolve disputes without involving AAA. It is only after the parties' attempt to resolve a matter was unsuccessful that a demand has been filed with AAA. In those instances, Family Dollar, not the claimant, has forwarded the demand, copy of the arbitration agreement and fee payment to AAA.

That did not occur here. Instead, Keller Lenkner filed demands directly with AAA at approximately the same time it filed its demands with Family Dollar in contravention of the arbitration agreement. Family Dollar has not sent any of those demands to AAA; as it is engaged in working through each of the demands to see which claims might be resolved without AAA's involvement. In fact and as you are aware, Family Dollar has identified numerous claimants who did not work for it, do not have agreements to arbitrate with AAA, etc. As you are also aware, Family Dollar has extended settlement offers to almost 300 claimants and is in the process of preparing settlement offers to additional claimants. Thus, any work that AAA has done in connection with the demands filed by Keller Lenkner was premature and not in accordance with Family Dollar's arbitration agreement. Accordingly, while Family Dollar is prepared to pay the requisite filing fee for those demands that go forward with arbitration, in keeping with the terms of its arbitration agreement, it believes there is no basis for AAA assessing a \$600 filing fee for those cases that do not move forward.

Sincerely,  
Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)

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**From:** [Beth Berman](#)  
**To:** [AAA Patrick Tatum](#); [Warren Postman](#); [Sean Duddy](#); [Sara Rafal](#); [Elaine Hogan](#)  
**Cc:** [AAA Heather Santo](#); [Patrick Tatum](#)  
**Bcc:** [William Old](#); [bmiller@seyfarth.com](#); [Bennett.Borden@dbr.com](#); [cchapla@gibsondunn.com](#); [jschwartz@gibsondunn.com](#); [Jmrdjenovic@gibsondunn.com](#); [JJacobson-Allen](#); [kdavis@gibsondunn.com](#); [pbannon@seyfarth.com](#); [lporter@littler.com](#); [sbehnia@littler.com](#)  
**Subject:** RE: Arbitration billing  
**Date:** Thursday, November 14, 2019 3:30:54 PM  
**Attachments:** [image013.jpg](#)  
[image014.png](#)  
[image015.jpg](#)  
[image016.png](#)  
[image017.jpg](#)  
[image018.jpg](#)  
[image004.jpg](#)  
[image005.png](#)  
[image006.jpg](#)

Dear Mr. Tatum,

I do not understand the basis for your assertion that filing fees must be paid before a case can be submitted to the Administrative Review Council (ARC). I found nothing in AAA's rules or ARC's guidelines that has such a requirement. ARC's Guidelines state under D. Scope of Authority ". . . The AAA Vice President or Director in charge of the AAA's office where the case is being administered *has the discretion* whether or not to request that the ARC decide if the filing requirements contained in the AAA Rules have been met. . . ."

There is no mention of a fee requirement. Indeed, it is counter intuitive that a non-refundable payment would be required *before* a determination that the filing requirements have been met. Your position, taken to its logical conclusion, means even if ARC determines the filing requirements have not been met the respondent who raised the issue would still be out the filing fee for a matter that could not move forward because it was brought improperly.

We have requested an explanation as to the basis for AAA's determination that the Keller Lenkner demands met AAA's filing requirements and have not received one. We think it is a reasonable request especially given ARC's Review Standards that specify, "The ARC will review the case file and the parties' contentions when making an administrative determination as to whether the Claimant has met the filing requirements contained in the AAA Rules by filing a demand for arbitration *accompanied by an arbitration clause or submission agreement providing for administration by the AAA under its Rules or by naming the AAA as the dispute resolution provider.*"

Given that *none* of the demands sent by Keller Lenkner was accompanied by an arbitration agreement; that the requirement that a demand be accompanied by the applicable arbitration agreement is contained in AAA Rule 4; and that it is further specifically called out as an essential component of a demand in ARC's review standards (see above), the Keller Lenkner claimants have not met the minimum filing requirements. Keller Lenkner has presented AAA with NO evidence that its claimants agreed to arbitration before AAA. Indeed, more than a dozen of the claimants on Keller Lenkner's Exhibit B sent to AAA last Friday (November 8), have agreements to arbitrate with JAMS, not AAA.

Accordingly, we again ask that you submit to ARC our request for a determination as to whether the Keller Lenkner demands meet AAA's filing requirements. If you would like us to resubmit our arguments so that they are all in one submission, please advise. We would be happy to do so.

Sincerely,

Beth Hirsch Berman

Respectfully,  
 Beth Hirsch Berman  
 Deputy General Counsel, Litigation  
 Dollar Tree  
 500 Volvo Parkway  
 Chesapeake, VA 23320  
 Direct Dial: (757) 321-5966  
 Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)



**From:** AAA Patrick Tatum [<mailto:patricktatum@adr.org>]

**Sent:** Monday, November 11, 2019 3:35 PM

**To:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>; Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Sean Duddy



<skd@kellerlenkner.com>; Sara Rafal <srafal@dollartree.com>; Elaine Hogan <ehogan2@dollartree.com>

**Cc:** AAA Heather Santo <heathersanto@adr.org>; AAA Patrick Tatum <patricktatum@adr.org>; Patrick Tatum <TatumP@adr.org>

**Subject:** FW: Arbitration billing

Dear Counsel,

Respondent's email has been brought to my attention for review and response. I have reviewed the case correspondence in these matters.

In regards to the issues raised pertaining to filing requirements, including issues of arbitrability, and the number of arbitrations proceeding, the AAA addressed these issues in prior communications dated October 3, 2019; October 11, 2019; October 25, 2019 and October 29, 2019. The AAA did determine that the minimum administrative filing requirements, pursuant to Rule 4 of the Employment Arbitration Rules, have been met.

Cases are not submitted to the Administrative Review Counsel (ARC) until the filing fees have been paid. Once the administrative fees have been submitted we then determine whether or not a case is put before the Administrative Review Counsel (ARC).

Inasmuch as the initial 970 individual arbitration filings were submitted to AAA on July 19, 2019, the Employment/Workplace Group Administrative Filing Fee Schedule, effective November 1, 2019, is not applicable.

As previously advised, if we do not receive Respondent's initial filing fees by tomorrow we will close our files and we may decline to administer any future employment disputes involving Respondent due to non-compliance with our request to pay the requisite fees.

Sincerely,

Patrick Tatum



**AAA Patrick Tatum**  
**Vice President**

American Arbitration Association

T: 559 490 1905 F: 855 270 8400 E: [patricktatum@adr.org](mailto:patricktatum@adr.org)  
45 E River Park Place W, Suite 308, Fresno, CA 93720  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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**From:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>

**Sent:** Monday, November 11, 2019 12:45 PM

**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>; Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>

**Cc:** Sean Duddy <[skd@kellerlenkner.com](mailto:skd@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>

**Subject:** RE: Arbitration billing

**\*\*\* External E-Mail – Use Caution \*\*\***

Ms. Santo,

We again disagree that the minimum administrative filing requirements have been met. We request that any such determination be made by AAA's Administrative Review Council (or a higher authority) since one of its purposes is to resolve issues related to: "whether the filing requirements contained in the AAA Rules have been met." It does not appear that the Council engaged in any review of the Keller Lenkner Demands and no explanation as to how the Demands were determined to have met the filing requirements has been provided by AAA.

We continue to believe the filings are defective. For example, Rule 4. b. (i)(1) states, "The filing shall . . . include the applicable arbitration agreement." That requirement is not merely *pro forma* but rather has important legal significance. None of the Keller Lenkner Demands included the applicable arbitration agreement. Yet, you determined those Demands compliant and billed Family Dollar for more than one hundred Demands sent in the names of people who are not subject to agreements to arbitrate with AAA. Without an agreement to arbitrate, there is no legal basis for

Demands to go forward at AAA or for AAA to bill Family Dollar. And yet, you found those Demands compliant and billed Family Dollar for them.

Billing Family Dollar based on whatever list Keller Lenkner told you to use suggests improper deference when, for example, more than one hundred of the individuals are subject to no arbitration agreement or are subject to arbitration with JAMS and not AAA. AAA appears to be taking direction from Claimants' counsel regarding when and how much Family Dollar should be billed.

Because almost 2,000 Demands were sent to you in short order and NONE of them met the requirements of AAA's rules – they did not contain an amount in controversy, did not have arbitration agreements attached, etc. and did not meet the requirements of the Family Dollar arbitration agreement as explained below, Family Dollar has had to pursue an arduous process to sort through the Demands and its records to determine whether the Claimants should be before AAA. As a result of Family Dollar's efforts, fully one-third of the Demands initially sent by Keller Lenkner have been withdrawn due to fatal flaws. In the face of Keller Lenkner's flawed demands, you required payment of more than \$2,000,000– first by October 24, then by November 12, as the lists provided by Keller Lenkner changed (they changed again just this past Friday night).

You are trying to bill Family Dollar for arbitrations when the Claimants keep changing. If the arbitrations met the filing requirements, then the list of Claimants would remain true or, if and when it changed, AAA would not simply insist on immediate payment as instructed by Claimants' counsel. (As an aside, the latest list sent by Keller Lenkner continues to identify Claimants who may not proceed against Family Dollar.)

Finally, on November 1, 2019, AAA published a revised filing fee schedule. One that provides for "Group" filings with an initial filing fee of \$400 per Demand, not the \$2,200 upon which you are insisting. When we first spoke, you acknowledged that AAA was coming out with a new fee schedule. Since the Group filing fee is now in place, the logical neutral thing to do is to charge Family Dollar that filing fee rather than have Family Dollar pay a higher fee. In any event, Family Dollar believes the revised filing fee is the applicable filing fee since compliant Demands have not yet been filed and Keller Lenkner's list of Claimants changed as recently as November 8, 2019 – after the revised fee schedule was published.

Let me reiterate, Family Dollar fully intends to comply with its arbitration agreements and honor its obligations. It requests that the AAA do the same. Please forward the Demands to the Council (or higher authority) for an evaluation. Once a determination is made as to whether the Demands are compliant, Family Dollar requests an explanation of the determination. After a determination is made, Family Dollar requests that AAA process the Demands in the manner required by Family Dollar's arbitration agreement.

Sincerely,  
Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)




---

**From:** AAA Heather Santo [<mailto:heathersanto@adr.org>]

**Sent:** Friday, November 08, 2019 12:11 PM

**To:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>

**Cc:** Sean Duddy <[skd@kellerlenkner.com](mailto:skd@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>

**Subject:** RE: Arbitration billing

Dear Counsel:

This will acknowledge receipt of Claimants' email below.

We have determined that Claimants have met their minimum administrative filing requirements.

This will confirm that AAA received the initial 970 filings on July 19, 2019. We then became aware the parties scheduled a mediation session, outside of AAA, for September 17, 2019. We determined we would not require payment of our fees in order to hold these matters while the parties entered settlement negotiations. We were advised that the mediation was unsuccessful and an additional 992 cases were filed on September 20, 2019.

AAA maintained all filings without requiring fees for those cases being reviewed further by the parties and set a fee of \$600 for those matters which the parties agree to put on hold pending settlement discussions.

If the parties are not able to reach an agreement to place these matters on hold and pay the \$600 fee, the filing fee in the amount of \$2,200 for the established 1,209 cases remains due by November 12, 2019. If we do not receive Respondent's payment by November 12, 2019, we will decline to administer these matters and close our files.

Please be advised that pursuant to AAA policy, if Respondent does not comply with our request to pay the requisite administrative fees, we may decline to administer any future employment disputes involving this company.

Sincerely,

Heather Santo



**Heather Santo**

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919

T: 401 431 4703 F: 401 435 6529 E: [heathersanto@adr.org](mailto:heathersanto@adr.org)  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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---

**From:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>

**Sent:** Wednesday, November 6, 2019 4:26 PM

**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>

**Cc:** Beth Berman <[bbberman@dollartree.com](mailto:bbberman@dollartree.com)>; Sean Duddy <[skd@kellerlenkner.com](mailto:skd@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>

**Subject:** RE: Arbitration billing

**\*\*\* External E-Mail – Use Caution \*\*\***

Ms. Santo:

The parties engaged in a global mediation before Keller Lenkner asked any arbitrations to move forward, so contrary to Ms. Berman's assertion, Family Dollar has had ample time to explore settlement options. Moreover, the settlement offers that Ms. Berman references expire today. We expect somewhere around 100 clients will accept their offers and we will of course withdraw the demands of any clients who accept a settlement offer before the November 11 deadline for Family Dollar to pay filing fees.

For those clients who do not accept settlement offers before November 11, we expect to move ahead with arbitration. We do not anticipate that the parties will agree to place any of the cases for which Family Dollar has been invoiced on indefinite hold while having settlement discussions. The question of what should happen in that situation therefore appears to be academic at this point.

Best,

**Warren D. Postman**  
Partner

## Keller | Lenkner

1300 I Street, N.W., Suite 400E | Washington, D.C. 20005  
[202.749.8334](tel:202.749.8334) | [Website](#) | [Email](#)

---

**From:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>  
**Sent:** Monday, November 4, 2019 1:20 PM  
**To:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Cc:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>  
**Subject:** RE: Arbitration billing

Dear Counsel,

This will acknowledge receipt of Respondent's email dated November 2, 2019. We ask Claimants to provide their comments by November 6, 2019.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Heather Santo



### Heather Santo

American Arbitration Association

1301 Atwood Ave, Suite 211N, Johnston, RI 02919  
T: 401 431 4703 F: 401 435 6529 E: [heathersanto@adr.org](mailto:heathersanto@adr.org)  
[adr.org](http://adr.org) | [icdr.org](http://icdr.org) | [aaamediation.org](http://aaamediation.org)



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---

**From:** Beth Berman <[bberman@dollartree.com](mailto:bberman@dollartree.com)>  
**Sent:** Saturday, November 2, 2019 5:34 PM  
**To:** AAA Heather Santo <[heathersanto@adr.org](mailto:heathersanto@adr.org)>  
**Cc:** Warren Postman <[wdp@kellerlenkner.com](mailto:wdp@kellerlenkner.com)>; Sara Rafal <[srafal@dollartree.com](mailto:srafal@dollartree.com)>; Elaine Hogan <[ehogan2@dollartree.com](mailto:ehogan2@dollartree.com)>  
**Subject:** Arbitration billing

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Sincerely,  
Beth Hirsch Berman

Respectfully,  
Beth Hirsch Berman  
Deputy General Counsel, Litigation  
Dollar Tree  
500 Volvo Parkway  
Chesapeake, VA 23320  
Direct Dial: (757) 321-5966  
Fax Number: (757) 321-5949  
[bberman@dollartree.com](mailto:bberman@dollartree.com)



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